

Doc # 600334

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**Amended and Restated Declaration of
Condominium**

Document Title

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
THE CROSSING AT LAKE FOREST, a Condominium**

Formerly known as Lake Forest, a Condominium

Recording Area

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
THE CROSSING AT LAKE FOREST, a condominium

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (this "Declaration"), is made as of 3-15- 2023 by NORTH DEVELOPMENT LF, LLC, a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

WHEREAS, Declarant's predecessor in interest previously entered into that certain Declaration of Condominium for Lake Forest dated July 23, 2007, recorded on July 30, 2007 with the Register of Deeds of Vilas County, Wisconsin as Document No. 457801 in Volume 1509, Page 84, and later amended and assigned its rights as declarant to Declarant pursuant to that certain Assignment of Declaration of Condominium dated February 23, 2023, recorded on February 23, 2023 with the Register of Deeds of Vilas County, Wisconsin as Document No. 599843 (as amended, the "Original Declaration").

WHEREAS, Declarant desires to amend and restate in its entirety the Original Declaration and replace it with this Declaration.

WHEREAS, Declarant desires to rename the condominium, "The Crossing at Lake Forest, a Condominium".

WHEREAS, Declarant hereby declares that it remains the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property shall remain under its previously submitted condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "The Crossing at Lake Forest, a Condominium."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the Town of Washington, County of Vilas, State of Wisconsin, and is legally described on Exhibit A attached hereto.

2.03 Address. The address of the Condominium shall be 1422 Golf View Road, Eagle River, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of one hundred ten (110) duplex dwelling units (individually a "Duplex Unit" and collectively the "Duplex Units"), forty-four (44) quadruplex dwelling units (individually a "Quadruplex Unit" and collectively the "Quadruplex Units") and one (1) commercial unit (the "Commercial Unit: and collectively with the Duplex Units and the Quadruplex Units, the "Units" and each a "Unit") identified on the "First Addendum to Lake Forest, a condominium, now known as The Crossing at Lake Forest, a Condominium", attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat contains a site plan for the Units showing the layout, boundaries, and dimensions of each Unit. The Duplex Units shall be identified as Units 1 through 74, inclusive, and Units 83 through 118, inclusive, as numbered on the Condominium Plat. The Quadruplex Units shall be identified as Units 75 through 82, inclusive, and Units 119 through 150, inclusive, and Units 152 through 155, inclusive, as numbered on the Condominium Plat. The Commercial Unit shall be identified as Unit 151, as numbered on the Condominium Plat Any building in which Units are located is a "Building" any two or more are "Buildings."

3.02 Boundaries of Units. The boundaries of each Unit is as shown on the Condominium Plat.

3.03 Unit Descriptions. A Unit shall include, without limitation, all improvements now or hereafter located within its, including:

- (a) Interior lights and light fixtures.
- (b) Cabinets and counter-tops, interior doors, trim and moldings and other millwork.
- (c) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (d) Interior, non-bearing walls or non-structural walls, including without limitation, all framing materials, doors, hardware, and millwork comprising said interior walls.
- (e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.
- (g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, fireplaces, clothes dryer, range hood,

all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

3.04 Items Not Included as Parts of Units. Specifically not included as part of a Unit are those structural components of each Building that affect more than one Unit; the roof of any Building, including all waterproofing elements; any portion of the plumbing, electrical or mechanical systems of a Building serving more than one (1) Unit, another Unit or a Building as a whole, even if located within a Unit; and any conduits, soffits, plenums, chases and chimneys that serving more than one (1) Unit, another Unit or a Building as a whole, even if located within a Unit. Any of the above are “limited common elements”.

3.05 Ingress and Egress. Each Unit Owner shall have a perpetual right of ingress and egress over the private roads and/or easement roads that are part of the Common Elements to such Owner’s Unit. This right is appurtenant to, and shall pass with title to, each Unit.

ARTICLE IV

COMMON ELEMENTS

4.01 Common Elements. The common elements (the “Common Elements”) include the Land, all easements appurtenant thereto and all other parts of the Condominium not contained within the Units, including, without limitation, pedestrian walkways, bicycle paths, sidewalks, yards, private roads, driveways, parking areas, common grounds, security lighting, landscaping, catch basins and mains, stormwater detention areas, retaining walls, signs identifying the Condominium, gas and water mains, laterals, pipes, and conduits designed and intended for use in connection with the Condominium and located outside the boundaries of a Unit; all easements, rights and appurtenances to the Property not appurtenant to any particular Unit; and all other parts of the Condominium designed and intended for common use or necessary or convenient to the existence, maintenance or safety of the Condominium except as the foregoing may be amended, and shall include all Limited Common Elements (as defined in Section 4.02).

4.02 Limited Common Elements. Each owner of a Unit (the “Unit Owner”) shall be entitled to the exclusive possession and use of any driveways; parking areas; access walks; primary and alternate drainfield areas and wells; the lawn area, if any, located outside of a Unit (after its construction) but within the area shown on the Condominium Plat as a Unit and any lawn area identified on the Condominium Plat as a “limited common element” surrounding a Unit; and all other recreational amenities located within the Common Elements (the “Amenities”) which, to the extent feasible, shall be labeled as a “limited common element” on the Condominium Plat appurtenant to the applicable Unit(s). These areas, plus the portions of the Condominium not located within a Unit to which a Unit Owner is entitled to exclusive possession and use, are referred to herein as “Limited Common Elements.”

4.03 Future Storage Buildings. The location on the Condominium Plat labeled “Future Storage Buildings” may be comprised of individual storage spaces available to rent by the Unit Owners. The storage spaces are Common Elements until they are rented to individual Unit Owners pursuant to a written rental agreement agreed to be the Board of Directors.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements ("Percentage Interest") appurtenant to each Unit for all purposes shall be a percentage equal to .6452%.

5.02 Conveyance. Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. The vote of each Unit at meetings of the Association (as defined in Article VI) shall be equal to one vote per such Unit.

5.04 Multiple Owners. There may be no more than four (4) Unit Owners owning any one Unit, provided, however, married couples shall constitute one (1) Unit Owner for purposes of this limitation. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit as filed with the Association, unless the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners. Furthermore, each Unit Owner of a leased Unit (pursuant to a lease for at least six (6) months) shall have the right, by delivery of written notice of designation to the secretary of the Association, to appoint the lessee of such Unit to exercise part or all of the vote held by such Unit Owner. During the period of Declarant control as provided in Section 6.02, any person designated by the Declarant to exercise any vote shall be deemed to be a "Unit Owner" for purposes of the requirement that the designee be a Unit Owner only. Furthermore, in the case of a Unit that is owned by an entity, any person designated by the Unit Owners of such Unit to exercise any vote who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of the requirement that the designee be a Unit Owner only.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Unit Owner has not paid any general assessments or special assessments due and owing beyond any applicable notice and cure period or the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the "Lake Forest Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, and the bylaws, rules and regulations of the Association. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, Tenants (as defined below) of Units, licensees, guests, invitees and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise provided in such new or restated rule or regulation.

6.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until title to a Unit has been conveyed to any person other than Declarant. Thereafter, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of the Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (1) three (3) years, or such longer period as may be permitted by the Condominium Ownership Act, from the date of recording of this Declaration; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (3) thirty (30) days following Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "Board of Directors"). Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

6.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for repairing and replacing any mechanicals such as elevators which are not part of a Unit; for cleaning and decorating any common lobbies; for snow plowing all sidewalks, driveways, drive aisles, parking areas, private roads and/or easement roads; for maintaining, repairing and replacing the Amenities, lawns, landscaping, sidewalks, bicycle paths, driveways, drive aisles, private roads, easement roads and parking areas and for otherwise providing and maintaining all Common Elements, including the Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating or air conditioning systems), exterior patio or deck areas, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07. Notwithstanding Section 6.04(a), each Unit Owner is responsible for maintaining clean and sightly such Unit Owner's Limited Common Elements such as decks, balconies, patios, and stoops.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or a Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, Tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or a Unit is required as a result of an alteration to a Unit by any Unit Owner, Tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or a Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such Tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 6.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include the "Base Common Expenses" and the "Additional Common Expenses," both as defined in this Section 6.05.

(a) "Base Common Expenses" shall mean all Common Expenses other than the Additional Common Expenses (as defined in Section 6.05(b)), including, without limitation, expenses incurred for the following items to the extent such items are not Additional Common Expenses: insurance premiums; reserve funds for maintenance, repairs and replacements of the Common Elements and Limited Common Elements at such time as the Association has determined that maintaining such a reserve fund as necessary; landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements and Limited Common Elements, including the Amenities; common grounds security lighting; municipal utility services provided to the Common Elements and Limited Common Elements; trash collection; and maintenance and management salaries and wages including any reasonable compensation that the Association may desire to pay to its officers and/or directors.

(b) "Additional Common Expenses" shall mean all Common Expenses incurred by the Association in connection with:

(i) increased or additional insurance premiums that occur as a direct result of improvements made after completion of the initial construction of the Buildings for the exclusive benefit of a Class of Units (as defined below);

(ii) the management and control of all parts of and improvements to the Condominium, whether Common Elements or Limited Common Elements, that (A) were not a part of the Condominium as initially constructed, (B) improve the Condominium or any part thereof beyond the condition and standard for the Condominium or such part at the time that the Condominium was initially constructed and (C) benefit exclusively a Class of Units or specific Units; and

(iii) the management and control of all amenities and services provided by the Association that benefit exclusively one Class of Units (including, without limitation, the Association's hiring or installing of a security monitoring service to serve only the Commercial Unit).

6.06 General Assessments. Beginning on the date the first Unit is conveyed to a party other than the Declarant, the Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments shall include "Base General Assessments" and "Additional General Assessments," both as defined in this Section 6.06.

(a) The "Base General Assessments" shall include all General Assessments against the Units for the purpose of maintaining a fund from which the Base Common Expenses may be paid. The Base General Assessments shall be assessed against each Unit

on an itemized basis based on such Unit's Percentage Interest, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued.

(b) The "Additional General Assessments" shall include all General Assessments against the Units for the purposes of maintaining a fund from which the Additional Common Expenses may be paid. Each Additional General Assessment shall be levied to maintain a fund for a particular Additional Common Expense and shall be assessed against the Units which benefit exclusively from such Additional Common Expense. The Units which benefit exclusively from the Additional Common Expense shall be referred to individually as a "Benefited Unit" and collectively as the "Benefited Units." Each Additional General Assessment shall be assessed against each Benefited Unit in the proportion of a fraction, the numerator of which is the Percentage Interest appurtenant to such Unit and the denominator of which is the sum of the Percentage Interest that are appurtenant to all of the Benefited Units.

(c) All General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall be subject to a late fee and/or may bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements (including improvements made to or maintenance costs of the Limited Common Elements); for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04, and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. In addition, the Association may, with the written consent of those Unit Owners holding at least fifty-one percent (51%) of the votes appurtenant to one or more types of Units (i.e., any of the Duplex Units, the Quadruplex Units or the Commercial Unit) (such type or types identified being referred to herein as a "Class of Units") levy Special Assessments against such Class of Units for the purpose of funding certain Common Expenses that benefit only such Class of Units, in which case the Special Assessments shall be levied against each Unit within such Class of Units in accordance with the ratio each such Unit's undivided Percentage Interest bears to the Percentage Interest appurtenant to all of the Units within such Class of Units. Furthermore, if the Board of Directors is presented with a petition signed by those Unit Owners holding a fifty-one percent (51%) of the votes appurtenant to a Class of Units, the Board shall levy Special Assessments against all Units within such Class of Units pursuant to the preceding sentence. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien

is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine including holding such surplus as reserves for future general maintenance cost overruns, repairs, replacements and upgrades.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") and to perform certain services more particularly described in such management contract on behalf of the Association which services are customary for property management companies to perform. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Base Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

6.11 Assessments Against Units Owned by Declarant. No General Assessments shall be assessed against any Unit owned by Declarant until such time as all or a portion of the Unit can be legally occupied. However, during the period of Declarant control as set forth in Section 6.02, the General Assessment payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if occupancy permits had been issued for all of the Units, based on an annual operating budget prepared or approved in writing by the Declarant. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant shall not cover total Common Expenses. If a portion but not all of a Commercial Unit owned by Declarant can be legally occupied, General Assessments may be assessed against the Commercial Unit only on a pro rata basis determined by multiplying the Percentage Interest that is appurtenant to such Commercial Unit by a fraction, the numerator of which is the square footage of the portion of the Commercial Unit that can be legally occupied and the denominator of which is the total square footage of the Commercial Unit as shown on the Condominium Plat.

6.12 Source of Income. During any period when Unit 151 is owned by an entity that also, directly or indirectly through an affiliate, operates a property management company capable of managing the Condominium, including leasing or licensing of Units (whether or not such company manages the Condominium or performs leasing services on behalf any Unit Owner of the Condominium), the Unit Owner of Unit 151 shall have the exclusive right for the benefit of the Association to sell annual or seasonal memberships for the use of the Amenities and to collect assessments on behalf of the Association arising out of such sales of annual or seasonal memberships for the use of the Amenities. The Association shall have the sole right to set the fees for such memberships, provided however, such fees for a family membership cannot exceed the budgeted operating costs as set forth in the annual budget for the Condominium with respect to the

applicable Amenities for a single Unit by more than ten (10%) percent without the consent of the Unit Owner of Unit 151. One hundred percent (100%) of the funds collected by the Unit Owner of Unit 151 hereunder shall be submitted to the Association to be applied to the Common Expenses associated with the Amenities. The Association's annual operating budget shall reflect the estimated amount of such funds in calculating the General Assessments to be assessed against the Unit Owners for repair and maintenance of the Amenities. This provision shall not be construed to require any Unit Owner to employ the Unit Owner of Unit 151 or any affiliate of such Unit Owner to sell or lease such Unit Owner's Unit in violation of Section 703.36 of the Condominium Ownership Act. The rights granted to the Unit Owner of Unit 151 hereunder shall not carry with them the obligation to use anything more than commercially reasonable efforts (a) to enforce against the holders of the memberships described herein, the Declaration and Rules and Regulations as the same relate to the use of the Amenities or (b) collect any unpaid and past due fees for such memberships, and the Unit Owner of Unit 151 shall not be liable otherwise.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not (i) impair the structural soundness or integrity, (ii) lessen the structural support of any portion of the Condominium, (iii) reduce the Unit's soundproofing effectiveness below that which existed at the time the Unit was originally built-out and (iv) does not impair any easement. Except with respect to Unit 151 as described in Section 3.03 above, a Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Except as expressly provided in Section 3.03 above with respect to Unit 151, any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest. It shall not be a restriction on air, light or view rights or otherwise constitute interference with the use and enjoyment of any other Unit in the event the Unit Owner of Unit 151 proceeds with improvements to the "vacant" portion of such Unit as contemplated in Section 3.03 above.

(b) A Unit Owner acquiring an adjoining part or all of another Unit may remove all or any part of the intervening partition wall or create doorways or stairway apertures through the floor or other apertures therein. This may be done even if the partition wall or floor may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do

not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be recalculated to be the sum of the Percentage Interest for all of the Units so combined.

7.02 Merger, Separation and Boundary Relocation. Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. Any Unit may be separated into more than one Unit only if the Units to be separated were previously combined and upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No Units may be separated unless they were previously combined pursuant to this provision. No boundaries of any Units may be relocated, no Unit may be separated and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, separation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, separation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, separation or merger, the Percentage Interests shall be reallocated as follows:

(a) In the case of a boundary relocation, the Percentage Interest appurtenant to any Unit shall not change. In the case of a separation of a Unit, the Percentage Interests for each resulting Unit shall be the number which is calculated by dividing the Percentage Interest appurtenant to such Unit by the number of resulting Units. Furthermore, votes in the Association appurtenant to each resulting Unit shall be one (1).

(b) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(c) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures only of the Association and the owners and mortgagees of the affected Units.

7.03 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit mergers approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.07.

7.04 Use and Restrictions on Use of Unit.

(a) Duplex Units and Quadruplex Units. Each Duplex Unit and Quadruplex Unit shall be used for residential, recreational and resort activities and for small business activities which do not demand excessive client contact or excessive deliveries as may be permitted in writing by the Association (which permission may be rescinded by the Association at any time), provided, however, no such Unit Owner may display any signage relating to such use which is visible from the exterior of the Unit.

(b) Commercial Unit. The Commercial Unit may be used for office, commercial, meetings, service, or retail purposes such as a golf clubhouse, fitness center and spa, restaurant, management company and for any other purpose permitted by the applicable zoning code. The Owner of the Commercial Unit may install signage on or about the Commercial Unit so long as such signs meet all applicable codes of the Town of Washington or County of Vilas, as applicable. This Section 7.04(b) may not be amended or deleted without the prior written consent of the Commercial Unit Owner. No consent of a Commercial Unit Owner required hereunder shall be effective unless it is joined in by the first Mortgagee, if any, of such Unit.

7.05 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.06 Lease of Units; Declarant's Right to Operate Condominium as a Resort. Each Duplex Unit or Quadruplex Unit or any part thereof may be rented by written lease or otherwise occupied by a non-Unit Owner in exchange for money, provided that

(a) the lease or rental agreement contains a statement obligating all Tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease or rental agreement is subject and subordinate to the same, and

(b) the lease or rental agreement provides that any default arising out of the Tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease or rental agreement and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the Tenant and/or terminate the lease or rental agreement

should any such violation continue beyond notice from the Association to the Unit Owner or Tenant specifying the violation. The term "Tenant" shall include any tenant, licensee, invitee, or guest occupying a Unit whether or not such right to occupy is permitted by this Declaration.

During the term of any lease of all or any part of a Duplex Unit or Quadruplex Unit (the "Rented Unit"), each applicable Duplex Unit Owner or Quadruplex Unit Owner (the "Landlord") of such Rented Unit shall remain liable for the compliance of the Rented Unit, such Landlord and all Tenants of the Rented Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the Tenants of the Rented Unit. The Association may require that a copy of each form of lease or rental agreement, be filed with the Association. The restrictions against leasing contained in this Section 7.06 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association or leases of all or any portion of the Commercial Unit.

During any period of Declarant control, Declarant shall have the right, without the consent of the Association, to continue to operate the Condominium as a resort and to lease Units and display signage and marketing materials to that effect.

7.07 Signs. No sign of any kind shall be displayed to the public view on any Duplex Unit or Quadruplex Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, to display marketing signage and materials, to erect directional signage, to install gates or other entryway features surrounded with landscaping at the entrances to the Condominium.

7.08 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks or earth must be in containers.

7.09 Storage. Outdoor storage of personal property shall not be permitted, except that furniture intended for outdoor use may be kept on patios, balconies, or decks so long as the same are kept in a neat and sightly condition. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked.

7.10 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of their Unit without the prior written consent of the Association, which consent shall be in the Association's sole discretion. Notwithstanding the foregoing, Unit Owners may display healthy potted plants on such Unit Owners' patios, balconies, or decks without the consent of the Association.

7.11 Obstruction of Common Elements. The entries, passages, corridors, hallways, elevators, driveways, drive aisles, stairways and other Common Elements of the Condominium shall not be obstructed for any purpose and shall only be used for their intended purposes. None of the Common Elements shall be littered or defaced in any manner.

7.12 Animals. No pets shall be permitted on the Condominium, including within any Unit at any time. Owners of animals shall be pecuniarily liable for damage caused by any animals brought within the Condominium despite this prohibition.

7.13 Attachments to Common Elements. No Unit Owner shall attach bolts, screws, hooks, brackets, nails, or other fasteners to any Common Element (including without limitation, any portion of any ceiling, wall or floor that is a Common Element), without the prior written consent of the Association, which consent may be rescinded by the Association at any time. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor or an approved contractor at the Unit Owner's expense, and Unit Owners may hang artwork, mirrors, pictures, and other wall hangings within their Unit without the consent of the Association.

7.14 Attachments to Limited Common Elements. No Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to the ceiling, floor, or to the walls, pillars or beams forming the boundaries of any Limited Common Element without the prior written consent of the Association, which consent may be rescinded by the Association at any time. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor at the Unit Owner's expense.

7.15 Furnishings. Declarant may furnish some of the Units with furnishings of a style and quality most conducive to the original character of the Condominium. Ownership of all furnishings within a Unit, if applicable, will be transferred by Bill of Sale to the first purchaser of the Unit and are not required to be transferred to future Unit Owners thereafter. Notwithstanding the foregoing, Unit Owners may not keep any personal property on any decks, patios, or balconies other than the original furnishings intended for such areas (provided the same are in good condition) and replacement furniture intended for outdoor use and of a style or standard required by the Association.

7.16 Effect of Bylaws. Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder, and any other covenants and restrictions which affect the Land. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, the Rules and Regulations and any recorded covenants and restrictions.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The Board of Directors shall obtain and maintain fire, casualty, and special form insurance coverage for any property owned by the Association, the Condominium, including, without limitation, the Units and for the insurable portion of the Common Elements. Insurance coverage shall be reviewed and adjusted by the Board of Directors from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to

or destruction of all or part of the Common Elements insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The Board of Directors shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors, and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. The Association may, at its option, maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure all extraordinary improvements and structures constructed within his or her Unit in addition to the Unit as originally constructed and any personal property within his or her respective Unit. Any insurance carried by the Association will not cover such extraordinary improvements to a Unit or personal property. Nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their improvements, personal property, Units and Limited Common Elements appurtenant to such Units.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association to be subrogated to any right of the Association against a Unit Owner arising under this Declaration, or to authorize or permit any insurer of a Unit Owner to be subrogated to the right of the Unit Owner against the Association under this Declaration. The Association hereby releases each Unit Owner to the extent of any perils to be insured against by the Association under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, to the extent of the insurance coverage required to be maintained by the Association for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of the Unit Owner or persons for whose acts or negligence the Unit Owner is responsible. Each Unit Owner hereby releases the Association to the extent of any perils to be insured against by the Unit Owner under the terms of this Declaration or the Bylaws, whether such insurance has actually been secured, to the extent of the insurance coverage required to be maintained by such Unit Owner for any loss or damage caused by any such casualty, even if such incidents be brought about by the fault or negligence of the Association or persons for whose acts or negligence the Association is

responsible. All insurance policies to be provided under this Article VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.06 Standards for All Insurance Policies. All insurance policies provided by the Association under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A-" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Condominium become damaged or is destroyed by any cause, the damaged Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair and reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications authorizes the variance from such plans and specifications. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Condominium. The Association shall have no responsibility to repair, reconstruct, or replace any portion of a Unit which constitutes an extraordinary improvement to the Unit and which did not exist as part of the original construction of such Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion

of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Condominium has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements or to any Unit shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to all or a portion of the Condominium are referred to herein as "Construction Funds." It shall be presumed the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

9.07 Damage or Destruction of Unit. Each Unit Owner shall be responsible for all repair and restoration to any improvements located within any Unit which constitute extraordinary improvements and are in addition to the original condition of the Unit and not insured by the Association as provided above.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or any improvements located therein.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in the proportion that the Percentage Interest appurtenant to each such affected Unit bears to the Percentage Interest of all of the affected Units.

(c) Notwithstanding the foregoing, if any taking only affects the Limited Common Elements which are appurtenant to a single Class of Units, then any award for the taking of all or any portion of such Limited Common Element shall be allocated to all the Unit within such Class of Units in the proportion that the Percentage Interest appurtenant to each such Unit bears to the Percentage Interest of all of the Units within the Class of Units.

(d) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interest.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Condominium, the Condominium shall be restored or reconstructed by the Association.

10.03 Plans and Specifications for Common Elements. Any reconstruction of all or any portion of the Condominium shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted based to reflect the number of remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any buildings, structures or other improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association is agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.

(c) Any condemnation or casualty loss to the Common Elements (excluding the Limited Common Elements) in an amount exceeding Twenty Thousand Dollars (\$20,000).

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Article XI nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any holder of a first mortgage who obtains title to a Unit under the remedies provided in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid General Assessments accrued before the date on which the holder acquired the title. However, such mortgage holder, upon obtaining title through foreclosure for any unpaid Special Assessments.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, this Declaration may be amended with the written consent of the Unit Owners of than sixty-seven percent (67%) of the Units. No Unit Owner's written consent shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant owns any interest in a Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. If any proposed amendment adversely affects a single Class of Units, or which imposes a discriminatory charge or fee against a single Class of Units, the consent in writing of the Unit Owners owning not less than 67% of the votes appurtenant to such Class of Units, shall also be required. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Vilas County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

13.01 Enforcement by Association. The Association shall not have the right to enforce any provisions of the Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured fifteen (15) days after delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a Special Assessment (the 'Default Special Assessment') to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations. Any Unit Owner who owns a Unit against which a Special Assessment has been levied as a result of the Unit Owner's alleged default (a "Default Special Assessment") may elect to contest the Special Assessment by submitting the issue to arbitration under Section 13.03 below.

13.02 Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association denies or fails to act upon the petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration (except for the collection of assessments), to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 13.03(b), below to seek monetary damages or by commencing proceedings in equity to restrain the violation; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

13.03 Arbitration.

(a) Default Special Assessments. Any Unit Owner against whose Unit a Default Special Assessment is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to arbitration, in which case execution upon the levy shall be suspended pending final decision in such arbitration. The arbitrator shall have the power to reduce or eliminate the Default Special Assessment.

(b) **Monetary Damages.** Any claim brought by the Association or any Petitioner seeking monetary damages against any Unit Owner shall be submitted to arbitration.

(c) **Arbitration Procedure.** Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be administered by the American Arbitration Association under its Arbitration Rules for the Real Estate Industry and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

13.04 **Fees and Costs.** The prevailing party shall have the right to recover arbitration and court costs and reasonable attorneys' fees in any action or proceeding to enforce, or recover damages for a violation of, this Declaration.

ARTICLE XIV

GENERAL

14.01 **Easements.** The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of Washington and the County of Vilas or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, septic systems, stormwater drains, gas mains, well systems, water pipes and mains, and similar services, for performing any public or quasi-public utility function or any other function or service and for access over any of the private roads or the Common Elements, that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Any such utility easements and rights-of-way (or similar easements) shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 **Other Easements.** The Declarant hereby reserves, for itself in its own name or in the name of or on behalf of the Association as its authorized agent, and for the Association, the right to grant easements and rights-of-way (and any and all improvements contained therein) for the benefit of any owner of lands adjacent to or nearby the Condominium, for ingress and egress, drainage, well water and such other purposes as the Declarant or the Association may deem consistent with the intended use of the Common Elements by the Condominium.

14.03 **Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified

in Section 14.07. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

14.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

14.06 Access During Construction. During any period of construction of buildings and other improvements on the Land by the Declarant or Unit Owners, and during any period of replacement or repair of any Common Elements, the Declarant, any Unit Owner and their respective contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium, provided however, any damage caused to the Common Elements or any alteration which changes the surface drainage in such a manner which is detrimental to another Unit shall be promptly repaired by Declarant or such Unit Owner as applicable.

14.07 Agent for Service of Process. James Nichols shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon James Nichols, at 12220 State Line Rd., Leawood, Kansas 66209; provided, however, that the Board of Directors may at any time by duly adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Office of the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

14.08 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to another party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

ARTICLE XV

TIME-SHARE OWNERSHIP

Unit Owners are hereby expressly permitted to subject their Units to the Time-Share Ownership provisions of Chapter 707 of the Wisconsin Statutes ("Chapter 707"). This Article XV shall constitute the express permission required by Section 707.20 of the Wisconsin Statutes. No time-share instruments shall be recorded with respect to any Unit or Units of the Condominium without the written consent of the Board of Directors, which consent shall not be unreasonably

withheld, conditioned, or delayed. In the event a Unit Owner desires to subject its Unit(s) to the time-share form of ownership pursuant to Chapter 707, any time-share instruments which such Unit Owner proposes to be recorded shall be provided to the Board of Directors of the Association thirty (30) days in advance of recording for purposes of confirming that such instruments comply with Chapter 707 and are otherwise reasonably consistent with this Declaration, the Bylaws, the Rules and Regulation and the Condominium Ownership Act. If the Board of Directors does not provide the requesting Unit Owner with its written approval or written disapproval specifying which changes are required in order for the Board of Directors to approve such instruments, within such thirty (30) daytime period, the time-share instruments shall be deemed approved. Upon revising the time-share instruments to comply with the requirements of the Board of Directors as described above, the revised time-share instruments shall be deemed approved by the Board of Directors. All expenses of the Association involved in reviewing and approving such time-share instruments, whether or not recorded, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.07.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 20
day of March, 2023.

NORTH DEVELOPMENT LF, LLC

By: James Nichols
James Nichols
Its: Manager

ACKNOWLEDGEMENT

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 20 day of March, 2023, by James Nichols, the Manager of North Development LF, LLC, a Wisconsin limited liability company.

Sarah Buchanan
Notary Public



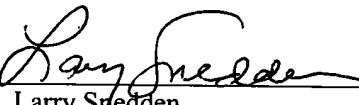
Online Notary Public. This notarial act involved the use of online audio/video communication technology.

**CONSENT AND JOINDER OF LENDER TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
THE CROSSING AT LAKE FOREST, a Condominium
Formerly Known as Lake Forest, a Condominium**

The undersigned is the Lender under that certain Mortgage from North Development LF, LLC, a Wisconsin limited liability company and Forward Bank dated February 23, 2023 and recorded with the Register of Deeds of Vilas County, Wisconsin on February 23, 2023 as Document Number 599845 (the "Mortgage"), as Lender one of the Housing Investors (as that term is defined in the Declaration of Broadway Loft hereby acknowledges, agrees, consents to and ratifies the Amended and Restated Declaration of Condominium for the Crossing at Lake Forest, a Condominium, Formerly Known as Lake Forest, a Condominium dated as of the even date herewith (the "Declaration") and that certain First Addendum to Lake Forest a Condominium Now Known as The Crossing at Lake Forest, a Condominium attached to the Declaration and recorded with the Vilas County, Wisconsin Register of Deeds on or about the date hereof (the "Map"), and confirms that the undersigned's lien interest in the Mortgage is made subject to the terms and conditions of the Declaration and the Map.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed on the 21st day of March, 2023.

FORWARD BANK

By: 
Larry Snedden
Vice President / Sr. Commercial Lender

STATE OF Wisconsin
COUNTY OF Vilas) ss.

The foregoing instrument was acknowledged before me this 21st day of March, 2023, by Larry Snedden the Vice President / Sr. Commercial Lender of Forward Bank, on behalf of the same.

Witness my hand and official seal.


Notary Public

My commission expires: 6/2/25.

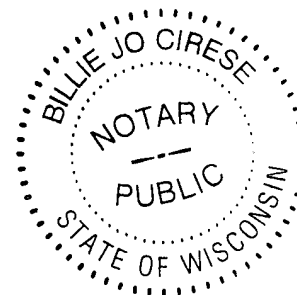


EXHIBIT A

Legal Description

UNITS 1 thru 155 in The First Addendum to Lake Forest, a Condominium, Now Known as The Crossing at Lake Forest Condominium and the undivided interest in the Common and Limited Elements and Facilities appurtenant thereto, together with the exclusive use and right of easement of and in the limited common elements and facilities appurtenant to said units, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by that Amended and Restated Declaration of Condominium for the Crossing at Lake Forest, being a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24 and part of NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of Government Lots 3 and 4 of Section 25 and part of Government Lot 1 of Section 26 all in Township 40 North, Range 10 East, Town of Washington, Vilas County, Wisconsin, in accordance with this Amended and Restated Declaration of Condominium, as recorded in the office of the Register of Deeds, Vilas County, dated 3-15-, 2023 and recorded 3-23, 2023 as Document Number 600334 and also recorded in Vol 4 Condominium Plats, page 43 as Document Number 600333

Subject to the rights of the public over the existing Town Roads known as Scattering Rice Lake Road, Eagle Waters Road and Golf View Road located on the above-described property.

Granting, reserving and including easement for ingress and egress over the existing roadways crossing subject property and crossing Treehouse Village Condominium for access to town roads, Oak Lane, Golf View Road and Eagle Waters Road.

Together with Electric Utility Easement to service the sprinkler system for existing pond.

Said Easement as stated in the Land Contract recorded on February 6, 1995 in Vol 695 pages 516-518, and subsequent Warranty Deed recorded on June 10, 1998 in Vol. 825, pages 270-271.

Also Easements as stated in that Warranty Deed recorded on February 13, 2006 as Document No. 441242, as was previously reserved in Vol. 708, Page 199, Vol. 709, page 569, Vol. 714, page 174, Vol. 747, page 105, Vol. 789, page 77, Vol. 790, page 168 and in Vol. 816, page 455.

Said Electric Utility Easements as stated in Warranty Deed recorded on April 29, 1996 in Vol 734, page 343 over Parcel 9 and in Warranty Deed recorded on January 29, 2004 in Document No. 414392 over Parcel 10.

EXHIBIT B

Condominium Plat

See attached First Addendum to Lake Forest, a Condominium Now Known As The Crossing at Lake Forest, a Condominium, consisting of fifteen (15) pages.

25912703v8

The First Addendum to
Lake Forest
 a condominium
 now known as
The Crossing at Lake Forest
 a condominium
 Part of the
SW 1/4 of the SE 1/4
 and part of the
SE 1/4 of the SW 1/4
Section 24, T 40 N, R 10 E
 and part of the
NW 1/4 of the NW 1/4
 and part of the
NE 1/4 of the NW 1/4
 and part of
Government Lots 3 & 4
Section 25, T 40 N, R 10 E
 and part of
Government Lot 1
Section 26, T 40 N, R 10 E
 all in the Town of Washington
 Vilas County, Wisconsin



Surveyor's Certificate

I, Gregory S. Maines, Registered Land Surveyor No. S-2729 hereby certify that this plat, consisting of 15 sheets, is a correct representation of the First Addendum to "Lake Forest", a condominium, now known as "The Crossing at Lake Forest", a condominium, that the identification of each unit and the location of the common elements can be determined from sheets 2-4 of this plat, and that any limited common elements areas, dimensions or diagrammatic floor plans for each unit are shown on sheet 5-14 of this plat

Vilas County Zoning Department Approval

The First Addendum to "Lake Forest", a condominium, now known as "The Crossing at Lake Forest", a condominium, is hereby approved by the Vilas County Zoning Department this _____ day of _____, 2023.

Authorized Representative _____

Property Information

Total area = 5,663,797 sq. ft.
 Total wetland area = 436,576 sq. ft.
 Total linear frontage = 1225'

Density Requirements

55 duplexes x 78,408 sq. ft. = 4,312,440 sq. ft.
 11 fourplexes x 104,544 sq. ft. = 1,149,984 sq. ft.
 1 restaurant/community building = 20,000 sq. ft. (100' frontage)

Notes

1. Vacant unit space does not guarantee the right to expand. All construction into vacant unit space areas and into common element areas may require permits from the town and county.
2. Wetlands shown hereon are based on the original condominium plat of "Lake Forest".
3. Boundary information was taken from the original condominium plat of "Lake Forest".
4. A minimum of 3 parking stalls are contained within each unit to conform with Vilas County's parking requirements.
5. The existing impervious surface at the time of this survey was 201,200 sq. ft. The approximate proposed impervious surface is 795,000 sq. ft.

Unit Building Types

The following units are required to be constructed together as a duplex building within the building setback lines shown on the plat and with the party wall positioned along the unit boundary. Each unit will be limited to a maximum of 3 bedrooms.

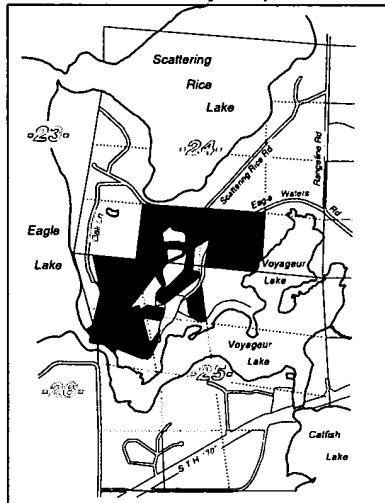
- | | |
|-------------------|---------------------|
| 1. Units 1 & 2 | 29. Units 57 & 58 |
| 2. Units 3 & 4 | 30. Units 59 & 60 |
| 3. Units 5 & 6 | 31. Units 61 & 62 |
| 4. Units 7 & 8 | 32. Units 63 & 64 |
| 5. Units 9 & 10 | 33. Units 65 & 66 |
| 6. Units 11 & 12 | 34. Units 67 & 68 |
| 7. Units 13 & 14 | 35. Units 69 & 70 |
| 8. Units 15 & 16 | 36. Units 71 & 72 |
| 9. Units 17 & 18 | 37. Units 73 & 74 |
| 10. Units 19 & 20 | 38. Units 83 & 84 |
| 11. Units 21 & 22 | 39. Units 85 & 86 |
| 12. Units 23 & 24 | 40. Units 87 & 88 |
| 13. Units 25 & 26 | 41. Units 89 & 90 |
| 14. Units 27 & 28 | 42. Units 91 & 92 |
| 15. Units 29 & 30 | 43. Units 93 & 94 |
| 16. Units 31 & 32 | 44. Units 95 & 96 |
| 17. Units 33 & 34 | 45. Units 97 & 98 |
| 18. Units 35 & 36 | 46. Units 99 & 100 |
| 19. Units 37 & 38 | 47. Units 101 & 102 |
| 20. Units 39 & 40 | 48. Units 103 & 104 |
| 21. Units 41 & 42 | 49. Units 105 & 106 |
| 22. Units 43 & 44 | 50. Units 107 & 108 |
| 23. Units 45 & 46 | 51. Units 109 & 110 |
| 24. Units 47 & 48 | 52. Units 111 & 112 |
| 25. Units 49 & 50 | 53. Units 113 & 114 |
| 26. Units 51 & 52 | 54. Units 115 & 116 |
| 27. Units 53 & 54 | 55. Units 117 & 118 |
| 28. Units 55 & 56 | |

The following units are required to be constructed together as a fourplex building within the building setback lines shown on the plat and with the party walls positioned along the unit boundary. Each unit will be limited to a maximum of 2 bedrooms.

- | |
|-------------------------------|
| 1. Units 75, 76, 77 & 78 |
| 2. Units 79, 80, 81 & 82 |
| 3. Units 119, 120, 121 & 122 |
| 4. Units 123, 124, 125 & 126 |
| 5. Units 127, 128, 129 & 130 |
| 6. Units 131, 132, 133 & 134 |
| 7. Units 135, 136, 137 & 138 |
| 8. Units 139, 140, 141 & 142 |
| 9. Units 143, 144, 145 & 146 |
| 10. Units 147, 148, 149 & 150 |
| 11. Units 152, 153, 154 & 155 |

Any buildings constructed or expanded within Unit 151 must comply with Vilas County Shoreland Zoning Requirements.

Vicinity Map



SCALE 1" = 150'
 JOB # 2022319
 DRAWN BY JWD
 DATE 03/15/2023
 SHEET 1 OF 15



Arbor Vilas, WI 54588
 Phone 715.356.9485
 Eagle River, WI 54521
 Phone 715.479.2570

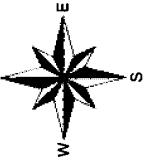
mainesandassociates.com

Vilas County Ord. Bearings:
Referenced to part of the south line of
Section 24 as bearing S 88° 19' 21" E
(see sheet 1)

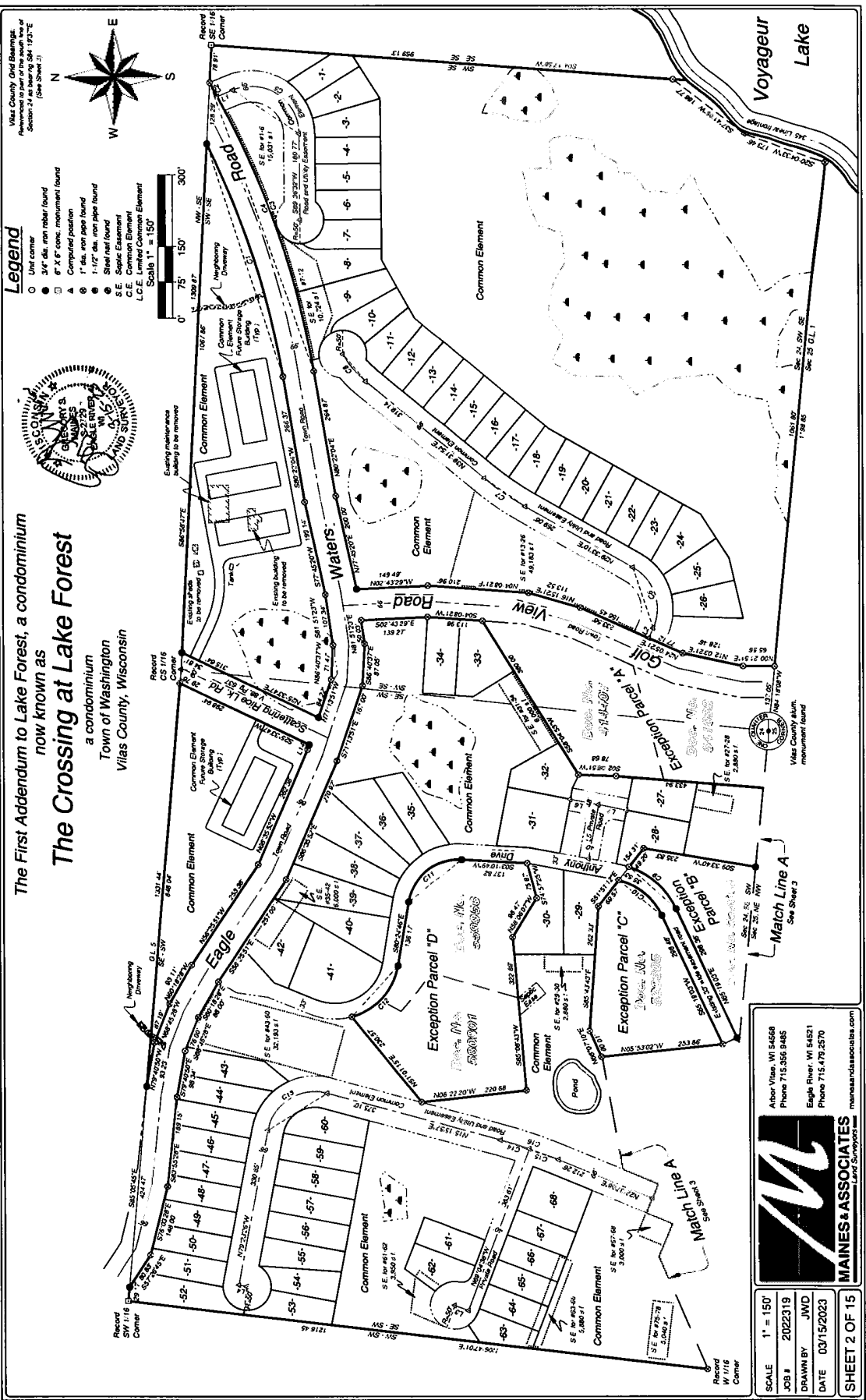
- Legend**
- Unit corner
 - 3/4" dia. iron rebar found
 - 6" x 6" conc. monument found
 - ▲ Computed position
 - 1" dia. iron pipe found
 - 1-1/2" dia. iron pipe found
 - Steel nail found
 - S.E. Section Element
 - Common Element
 - L.E. Section Element



The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest
a condominium
Town of Washington
Vilas County, Wisconsin



Scale 1" = 150'



MAINES & ASSOCIATES
Land Surveyors

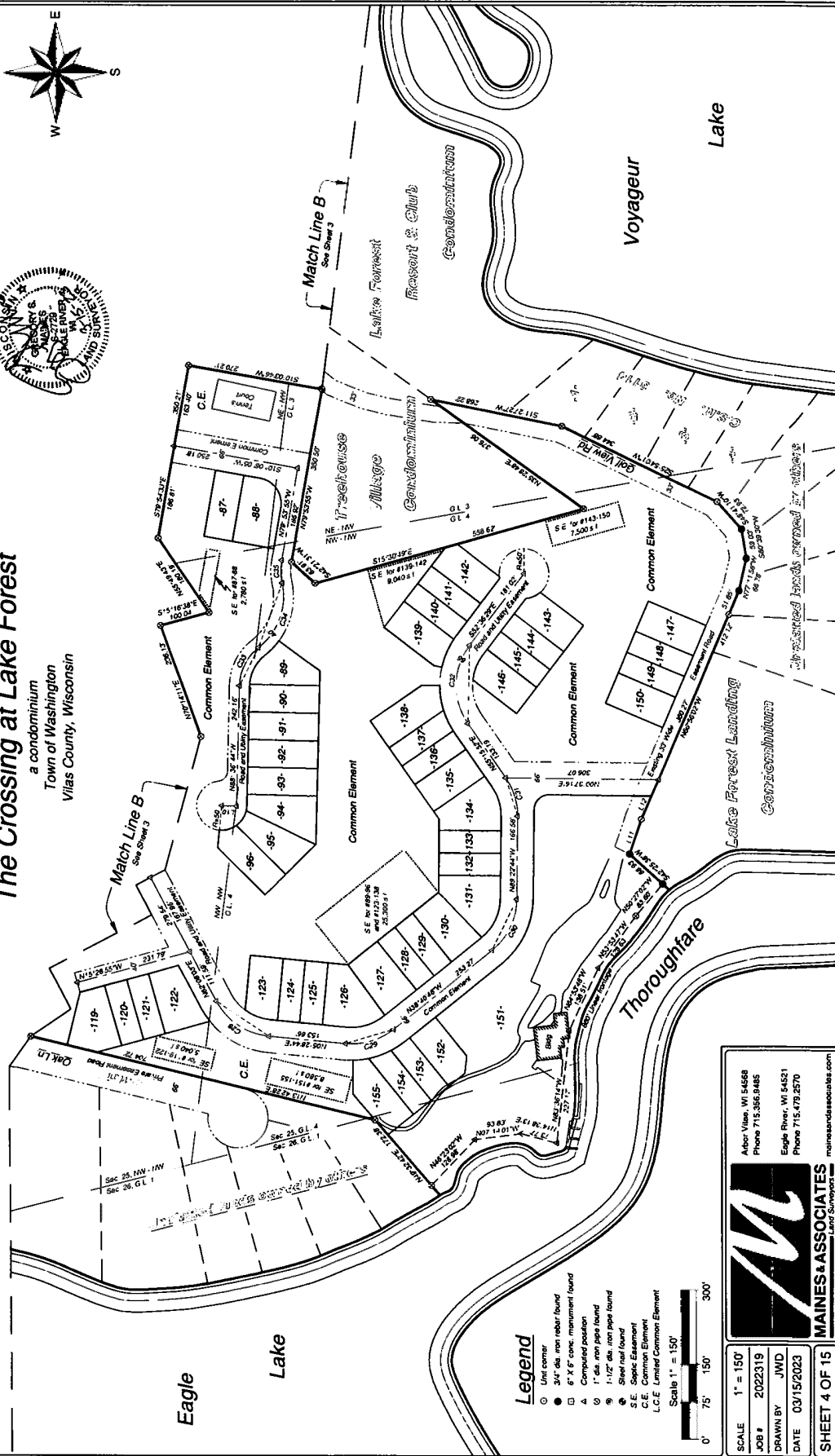
Alton Vilas, WI 54568
Phone 715.356.9485
Eagle River, WI 54521
Phone 715.475.2570
mainesandassociates.com

SCALE 1" = 150'
JOB # 2022319
DRAWN BY JWD
DATE 03/15/2023
SHEET 2 OF 15

Vilas County Ord. Bearings
Referenced to start of the south line of
Section 24 at bearing S 19° 37' E
(See Sheet 3)



The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest
a condominium
Town of Washington
Vilas County, Wisconsin



SCALE 1" = 150'

JOB # 2022319

DRAWN BY JWD

DATE 03/15/2023

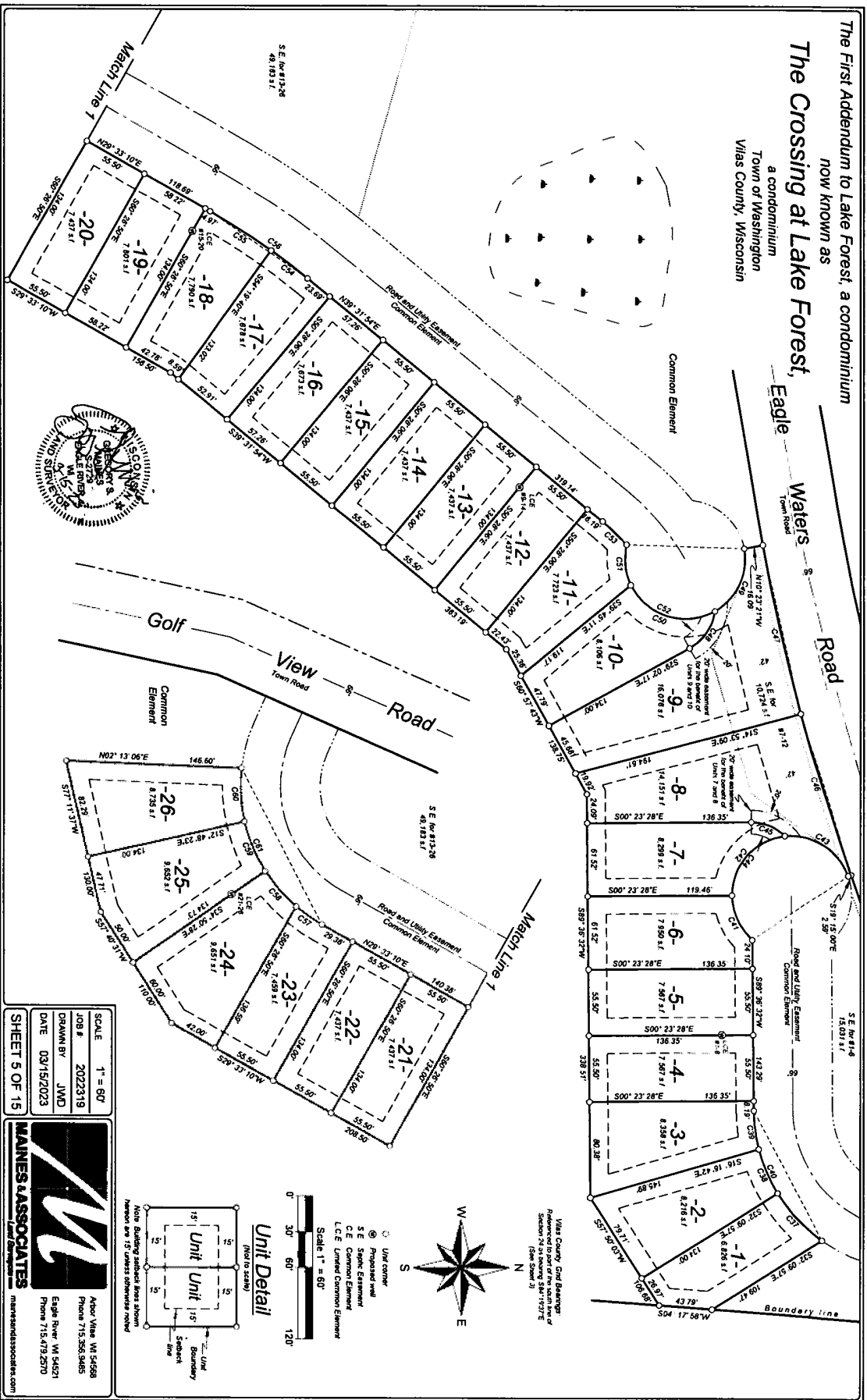
Adair Vilas, WI 54568
Phone 715.356.9485

Eagle River, WI 54521
Phone 715.479.2570

mainesandassociates.com

MAINES & ASSOCIATES
Land Surveyors

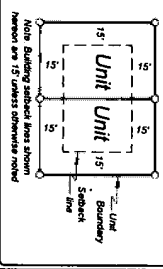
The First Addendum to Lake Forest, a condominium
 now known as
The Crossing at Lake Forest,
 a condominium
 Town of Weshington
 Vilas County, Wisconsin



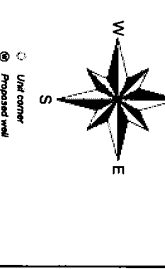
SCALE 1" = 60'
 JOB # 2022319
 DRAWN BY JWD
 DATE 03/15/2023
 SHEET 5 OF 15

MAINES ASSOCIATES
 Land Development
 mainesassociates.com

Arthur Vilas, WI 54588
 Phone 715.256.9485
 Eagle River, WI 54521
 Phone 715.475.2570

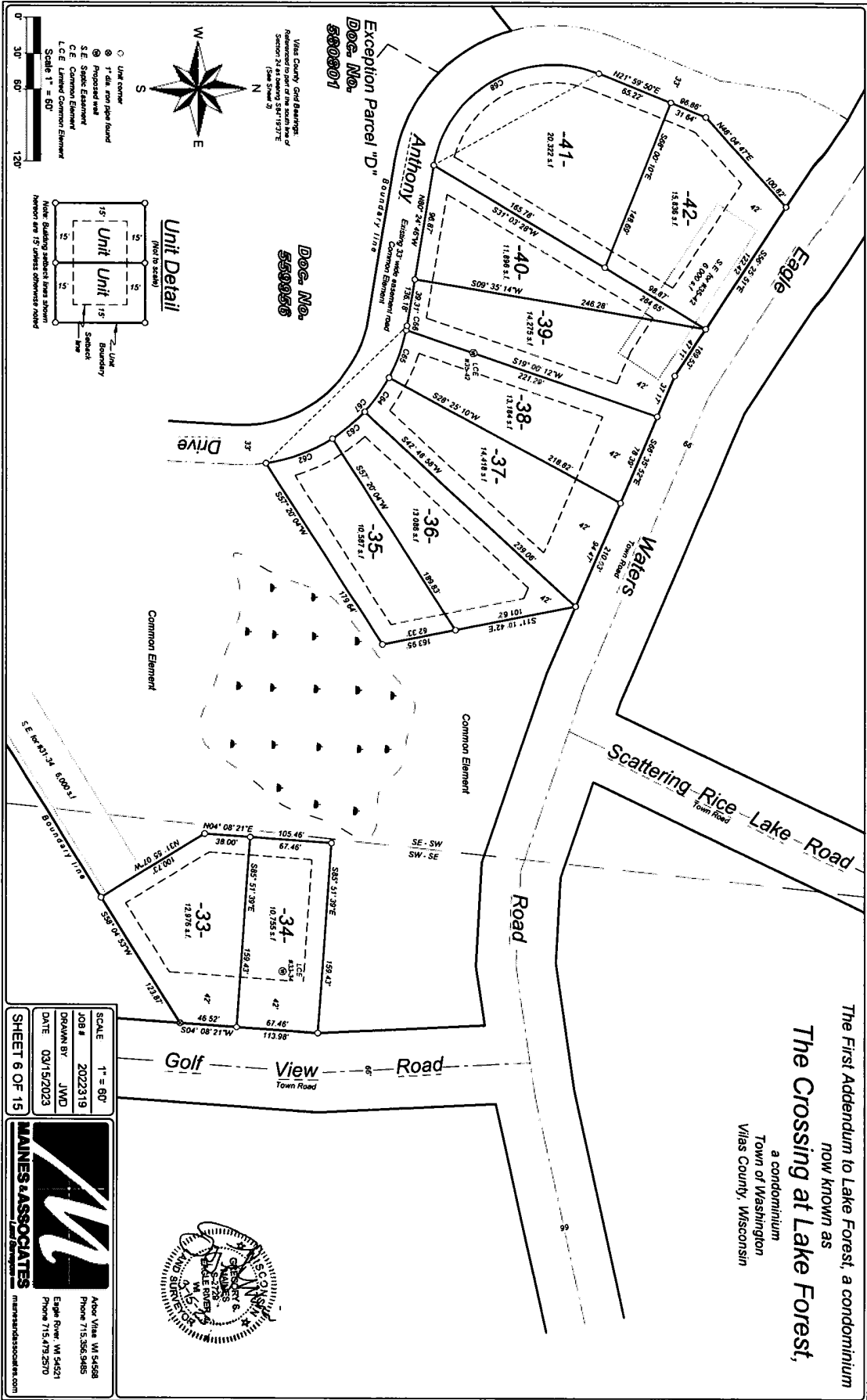


Unit corner
 Proposed wall
 S.E. Setback
 C.E. Common Element
 L.C.E. Limited Common Element
 Scale 1" = 60'



Vilas County Grid Bearings
 Referenced to part of the north line of
 section 16, T12N, R12E, S12E
 (from Corner 2)

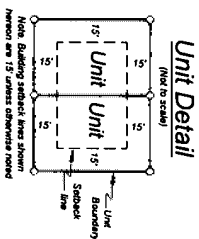
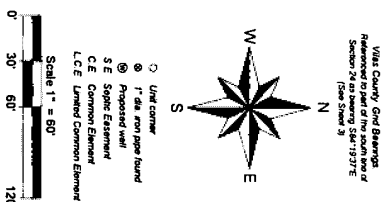
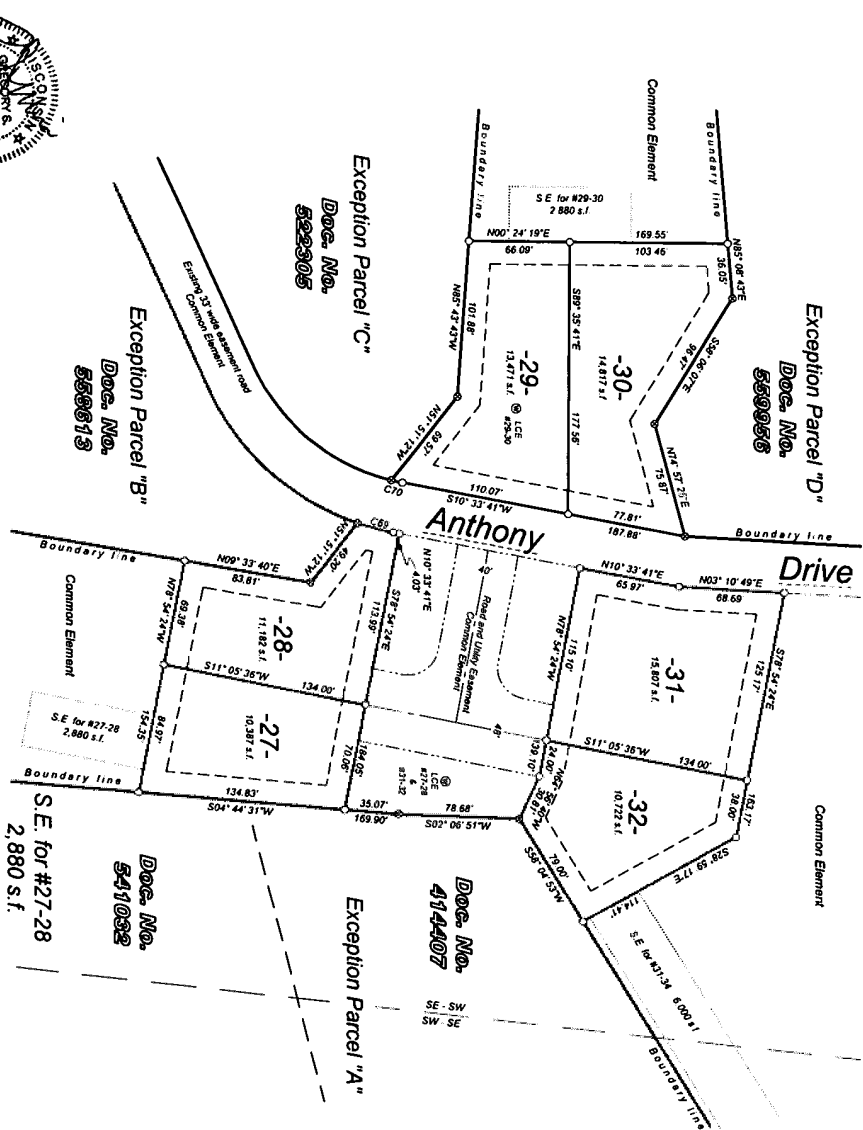
The First Addendum to Lake Forest, a condominium
 now known as
The Crossing at Lake Forest,
 a condominium
 Town of Washington
 Vilas County, Wisconsin



MAINES & ASSOCIATES
 Land Divisions
 1111 Main Street
 Appleton, WI 54911
 Phone 715.356.9455
 Fax 715.356.9456
 Email maines@mainesassociates.com

SCALE 1" = 60'
 JOB # 2022319
 DRAWN BY JWD
 DATE 03/15/2023
 SHEET 6 OF 15

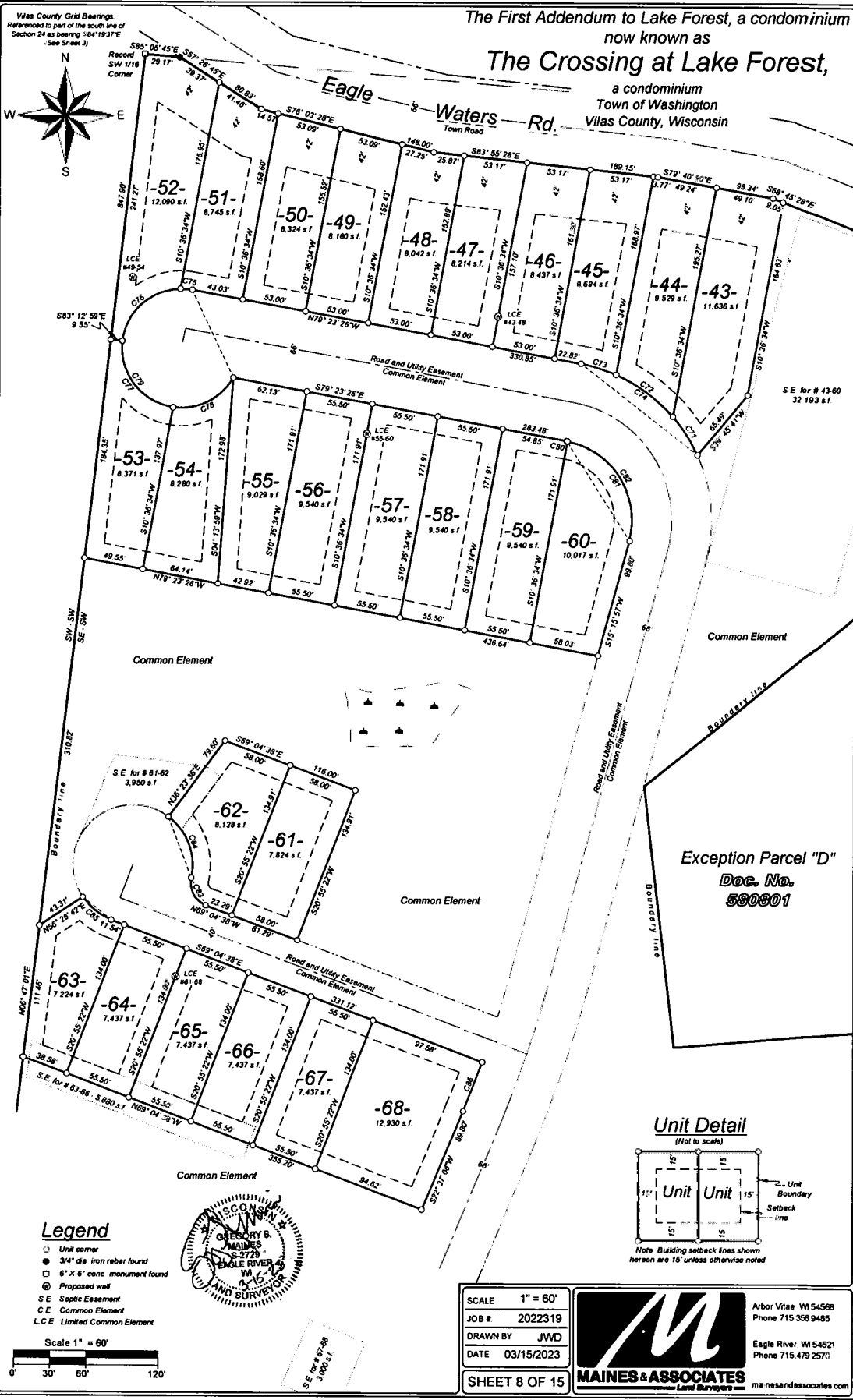
The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest,
a condominium
Town of Washington
Vilas County, Wisconsin



SCALE 1" = 60'
JOB # 2022319
DRAWN BY JWD
DATE 03/15/2023

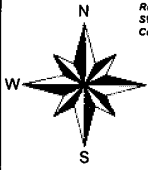
JAMES H. ASSOCIATES
Land Surveyors
After Vitas WI 54689
Phone 715.556.9465
Eagle River WI 54527
Phone 715.675.2570
main@jameshassociates.com

SHEET 7 OF 15

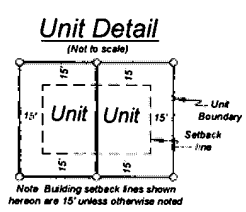
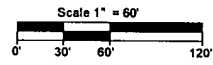


Vilas County Grid Bearings
Referenced to part of the south line of
Section 24 as bearing 184°19'3"E
(See Sheet 3)

The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest,
a condominium
Town of Washington
Vilas County, Wisconsin



- Legend**
- Unit corner
 - 3/4" dia iron rebar found
 - 6" x 6" conc monument found
 - ⊙ Proposed well
 - S.E. Septic Easement
 - C.E. Common Element
 - L.C.E. Limited Common Element



SCALE 1" = 60'
JOB # 2022319
DRAWN BY JWD
DATE 03/15/2023
SHEET 8 OF 15

MAINES & ASSOCIATES
Land Surveyors

Arbor Vitae WI 54568
Phone 715 356 9485

Eagle River WI 54521
Phone 715 479 2570

ma@nesandassociates.com

Exception Parcel "D"
Doc. No.
580601

[illegible]

SCALE	1" = 60'
JOB #	2022319
DRAWN BY	JWD
DATE	03/15/2023

SHEET 10 OF 15



Arbor Vitae WI 54568
Phone 715 356 9485

Eagle River, WI 54521
Phone 715 479 2570

MAINES & ASSOCIATES
Land Surveyors
mainesandassociates.com

Lot Details:

Lot #	Area (s.f.)	Bearing	Distance
-106	8,922 s.f.	S 76° 37' 18" W	134.00'
-105	8,922 s.f.	S 76° 37' 18" W	134.00'
-104	8,922 s.f.	S 76° 37' 18" W	134.00'
-103	8,922 s.f.	S 76° 37' 18" W	134.00'
-102	9,222 s.f.	S 76° 37' 18" W	134.00'
-101	8,081 s.f.	S 76° 37' 18" W	134.00'
-100	8,580 s.f.	S 76° 37' 18" W	134.00'
-99	8,465 s.f.	S 76° 37' 18" W	134.00'
-98	9,204 s.f.	S 76° 37' 18" W	134.00'
-97	11,210 s.f.	S 76° 37' 18" W	134.00'
-119	9,621 s.f.	S 76° 37' 18" W	134.00'
-120	5,613 s.f.	S 76° 37' 18" W	134.00'
-121	5,613 s.f.	S 76° 37' 18" W	134.00'
-122	7,477 s.f.	S 76° 37' 18" W	134.00'
-110	8,922 s.f.	S 76° 37' 18" W	134.00'
-111	8,922 s.f.	S 76° 37' 18" W	134.00'
-112	9,045 s.f.	S 76° 37' 18" W	134.00'
-113	9,285 s.f.	S 76° 37' 18" W	134.00'
-114	7,437 s.f.	S 76° 37' 18" W	134.00'
-115	7,437 s.f.	S 76° 37' 18" W	134.00'
-116	7,437 s.f.	S 76° 37' 18" W	134.00'
-117	7,436 s.f.	S 76° 37' 18" W	134.00'
-118	7,531 s.f.	S 76° 37' 18" W	134.00'
-123	7,986 s.f.	S 76° 37' 18" W	134.00'
-124	5,613 s.f.	S 76° 37' 18" W	134.00'
-125	5,613 s.f.	S 76° 37' 18" W	134.00'
-126	10,709 s.f.	S 76° 37' 18" W	134.00'

Other Features:

- Common Element:** Central circular area.
- Boundary Line:** Left side of the plan.
- Road and Utility Easement:** Bottom of the plan.
- North Arrow:** Located in the bottom right.
- Scale:** 1" = 60'.

MAINES & ASSOCIATES
Land Surveyors

Arbor Vitae, WI 54568
Phone 715 356 9485

Eagle River, WI 54521
Phone 715 479 2570

mainesandassociates.com

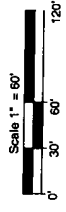
The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest,
a condominium
Town of Washington
Vilas County, Wisconsin



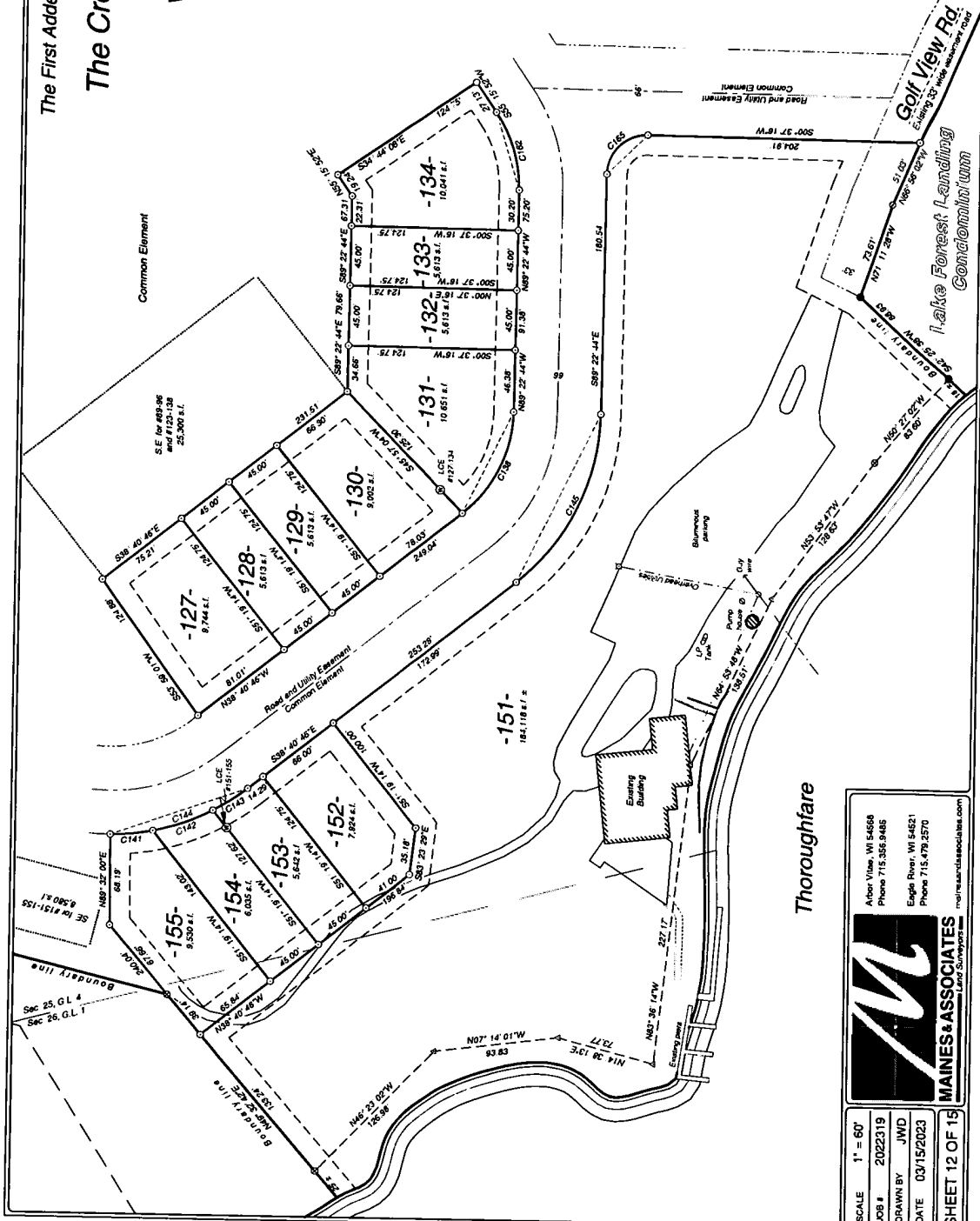
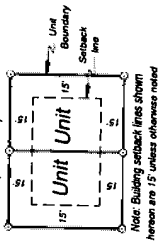
Vilas County and Town of Washington
Reference to Section 14 as being S44°12'27"E
(See Sheet 3)



- Utility pole
- Light pole
- Computed position
- Unit corner
- 3/4" dia. iron rebar bound
- 3/4" dia. iron pipe bound
- 3/4" dia. iron pipe bound
- 3/4" dia. iron pipe bound
- S.E. Spoke Element
- S.E. Common Element
- L.C.E. Limited Common Element



Unit Detail
(Not to scale)



SCALE 1" = 60'

JOB # 2022319

DRAWN BY JWD

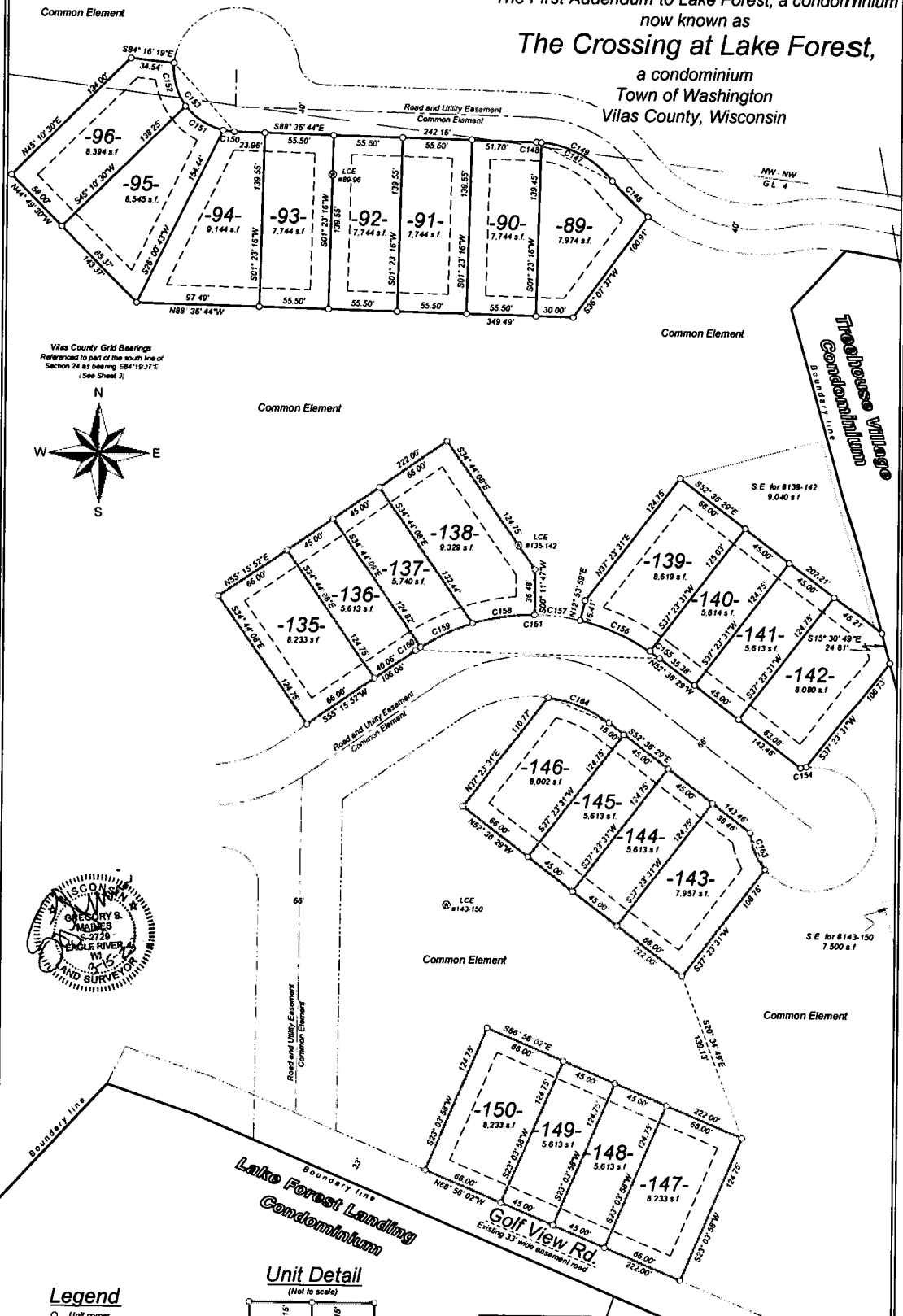
DATE 03/15/2023

MAINES ASSOCIATES
Land Surveyors

Acton Vilas, WI 54658
Phone 715.355.9485
Eagle River, WI 54521
Phone 715.479.2570
ma@mainesassociates.com

SHEET 12 OF 15

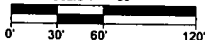
The First Addendum to Lake Forest, a condominium
now known as
The Crossing at Lake Forest,
a condominium
Town of Washington
Vilas County, Wisconsin



Legend

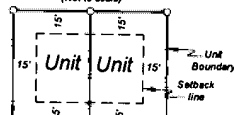
- Unit corner
- ⊙ Proposed well
- SE Septic Easement
- CE Common Element
- LCE Limited Common Element

Scale 1" = 60'



Unit Detail

(Not to scale)



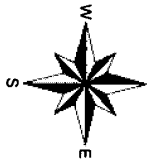
SCALE 1" = 60'
JOB # 2022319
DRAWN BY JWD
DATE 03/15/2023
SHEET 13 OF 15



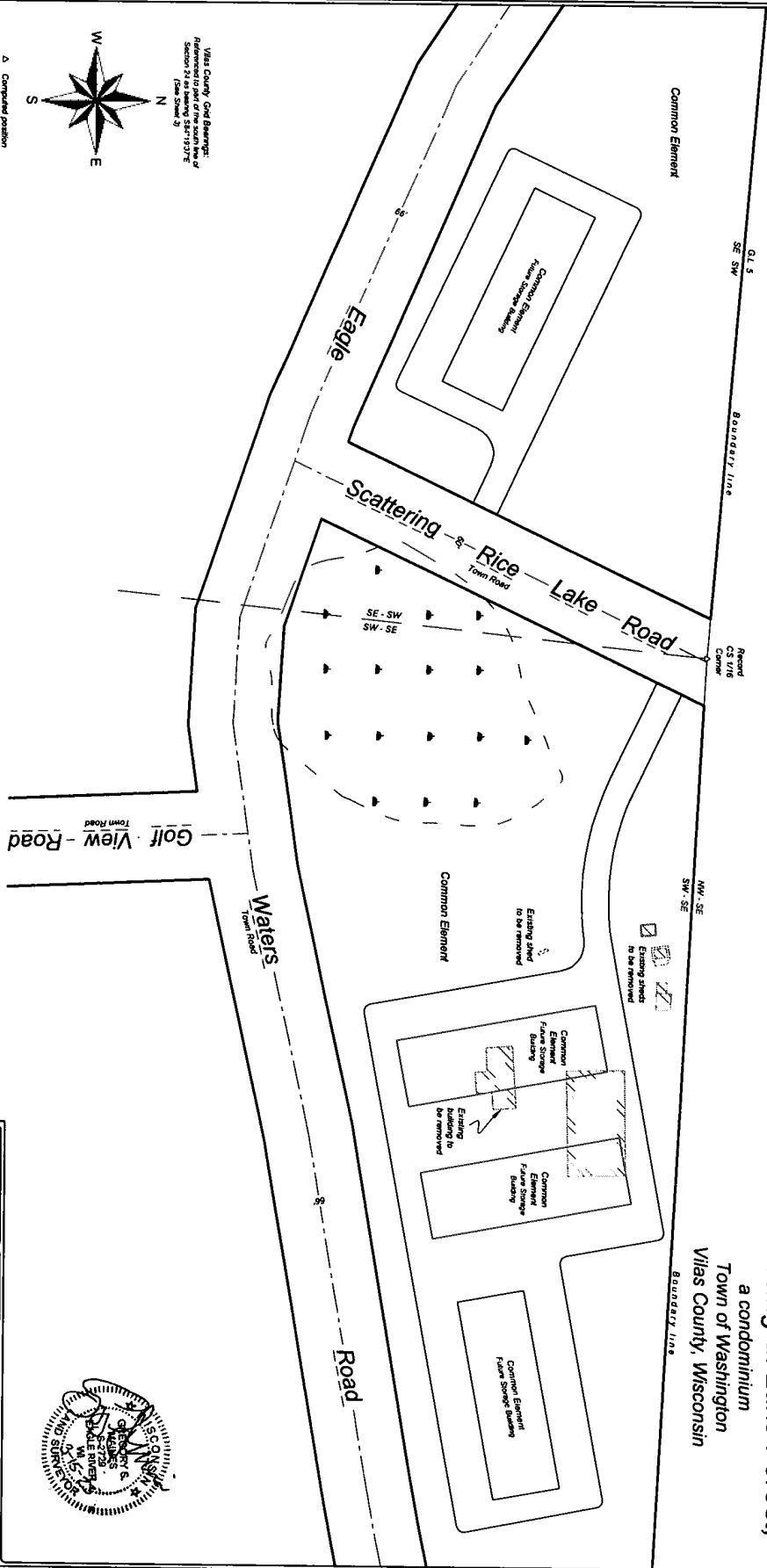
Arbor Vitae WI 54568
Phone 715.356.9485
Eagle River, WI 54521
Phone 715.479.2570

Common Elements

Willas County Grid Bearings:
Referenced to part of the south line of
Section 24 as bearing S84°19'37"E



Δ Computed position
 S.E. Septic Easement
 C.E. Common Element
 L.C.E. Limited Common Element
 Scale 1" = 60'



SCALE 1" = 60' JOB # 2022319 DRAWN BY JMD DATE 03/15/2023	
SHEET 14 OF 15	
MAINES & ASSOCIATES <i>Land Development</i> 145 Main Street Portland, ME 04101 Tel: 207.633.1100 Fax: 207.633.1101 mainesandassociates.com	
About Village: WM 54568 Phone: 715.556.9465 Eagle River: WM 54521 Phone: 715.479.2570	

The First Addendum to Lake Forest, a condominium
 now known as
The Crossing at Lake Forest,
 a condominium
 Town of Washington
 Vilas County, Wisconsin

Curve & Line Table

Curve #	Length	Radius	Chord Bearing	Chord Length	Data Angle
C1	514.63	1781.16	S73°03'30"W	512.82	18°23'10"
C2	31.22	1841.18	N80°51'11"E	31.22	0°10'48"
C3	812.54	1841.18	N70°32'05"E	809.73	18°59'39"
C4	644.75	1841.18	N70°31'05"E	642.47	20°01'48"
C5	198.81	100.00	N33°30'48"E	193.99	11°21'12"
C6	141.54	100.00	N71°49'17"E	134.32	8°42'21"
C7	104.50	600.00	N43°32'37"E	104.37	0°34'45"
C8	74.81	200.00	N50°14'48"E	74.37	2°12'49"
C9	133.25	168.50	N42°03'31"E	131.56	46°32'39"
C10	120.24	133.50	S39°30'55"W	116.22	51°38'31"
C11	153.32	106.42	S38°38'04"E	141.80	8°37'32"
C12	152.65	133.88	S47°48'00"E	144.51	85°20'18"
C13	165.21	100.00	N32°03'45"W	147.03	94°39'23"
C14	63.11	1000.00	N17°04'23"E	63.10	0°38'57"
C15	65.23	1000.00	N20°45'01"E	63.22	9°34'15"
C16	128.34	1000.00	N18°36'33"E	128.25	0°27'11"
C17	340.11	233.49	N23°32'17"E	310.83	8°37'23"
C18	138.63	168.50	N05°42'48"E	134.66	47°42'18"
C19	180.84	184.31	N11°14'27"W	153.79	50°00'00"
C20	44.37	100.00	N69°52'43"W	43.78	23°17'10"
C21	48.19	123.00	N17°56'09"W	45.52	21°10'18"
C22	183.19	123.00	N12°15'56"W	161.22	83°38'10"
C23	228.38	123.00	N28°51'03"W	198.52	105°08'30"
C24	115.88	80.00	S70°08'17"W	105.59	82°38'35"
C25	157.08	87.00	S71°54'01"E	135.25	23°55'51"
C26	180.80	133.00	S11°05'39"W	161.27	77°53'11"
C27	102.50	133.00	N18°38'24"E	126.52	56°39'13"
C28	117.89	133.00	N48°01'45"W	113.89	50°13'57"
C29	102.50	133.00	N18°38'24"E	98.89	44°09'30"
C30	117.89	133.00	N48°01'45"W	113.89	50°13'57"
C31	82.07	133.00	N17°58'34"E	80.78	39°21'24"
C32	161.42	133.00	S48°46'18"E	158.59	72°03'39"
C33	88.32	100.00	N51°18'25"W	85.48	50°36'17"
C34	145.15	130.00	N48°58'28"W	131.73	63°34'35"
C35	46.25	120.00	S49°03'37"W	45.98	22°04'50"
C36	84.09	268.49	S55°10'37"W	83.60	20°13'47"
C37	54.45	133.00	N48°29'31"E	54.07	02°37'19"
C38	46.43	133.00	N64°51'39"E	40.27	01°24'58"
C39	32.88	133.00	N62°58'29"E	32.80	01°42'05"
C40	127.48	133.00	N61°09'22"E	122.63	06°54'50"
C41	42.30	50.00	N51°18'43"E	41.05	04°48'22"
C42	73.61	50.00	S48°18'27"E	67.14	08°47'13"
C43	67.06	50.00	S32°19'33"W	62.15	07°50'51"
C44	182.57	50.00	S34°03'17"E	186.87	20°40'26"
C45	31.28	39.65	S27°12'47"W	30.48	04°51'22"

Curve #	Length	Radius	Chord Bearing	Chord Length	Data Angle
C46	40.70	1441.18	N73°55'56"E	40.67	00°41'35"
C47	144.57	1441.18	N72°11'45"E	144.53	00°42'34"
C48	38.80	41.50	N45°50'09"W	37.50	03°33'43"
C49	61.79	50.00	N46°38'07"W	57.83	07°48'27"
C50	32.06	50.00	N17°28'03"E	31.15	05°40'15"
C51	34.64	50.00	N48°14'23"E	33.86	03°34'46"
C52	178.39	50.00	N01°49'12"E	97.74	20°42'57"
C53	20.08	161.00	S44°02'34"W	20.04	00°37'39"
C54	38.19	561.00	S37°36'07"W	38.19	00°51'34"
C55	60.36	561.00	S32°38'45"W	60.53	006°07'10"
C56	98.73	561.00	S34°32'32"W	98.63	009°38'44"
C57	28.31	133.00	N48°18'33"E	28.27	01°12'01"
C58	45.15	133.00	N67°28'05"E	44.93	018°37'03"
C59	153.74	133.00	N63°05'55"E	148.59	06°30'50"
C60	58.82	139.42	N20°22'27"W	58.36	02°43'48"
C61	34.80	139.42	N38°51'20"W	34.80	014°32'48"
C62	35.05	139.42	N54°14'24"W	34.86	014°32'48"
C63	42.52	139.42	N70°47'37"W	3.82	007°39'13"
C64	178.00	139.42	N44°14'54"W	166.55	07°19'32"
C65	7.34	133.50	S12°08'13"W	7.34	00°17'54"
C66	23.87	168.50	N14°40'59"E	23.85	00°17'54"
C67	7.34	133.50	S12°08'13"W	7.34	00°17'54"
C68	38.39	133.00	N32°42'00"W	38.35	01°32'18"
C69	58.42	133.00	N53°28'32"W	58.83	02°53'50"
C70	30.40	133.00	N72°49'37"W	30.38	01°09'58"
C71	128.36	133.00	N51°45'34"W	123.34	03°51'53"
C72	10.07	50.00	N65°08'51"W	10.02	01°12'48"
C73	77.65	50.00	S47°56'53"W	63.82	08°18'45"
C74	77.64	50.00	S37°42'10"E	70.07	088°32'01"
C75	59.81	50.00	N63°32'30"E	56.31	008°32'01"
C76	219.33	50.00	S25°03'33"E	81.24	231°20'17"
C77	8.65	67.00	S79°08'30"E	0.65	000°33'13"
C78	110.04	67.00	S31°17'38"E	81.08	040°06'10"
C79	118.60	67.00	S23°03'45"E	88.52	08°29'32"
C80	28.55	20.00	N28°11'52"W	28.19	01°41'12"
C81	57.87	50.00	N60°38'53"W	54.70	06°18'58"
C82	31.03	50.00	S51°17'48"E	30.52	033°13'27"
C83	44.23	89.00	S21°18'39"W	44.24	002°31'18"
C84	128.63	92.00	N63°37'39"W	118.88	07°52'26"
C85	42.18	92.00	N63°37'39"W	41.81	028°16'00"
C86	188.83	92.00	N29°57'03"W	146.11	020°08'28"
C87	0.81	133.00	N82°29'46"W	0.81	000°21'03"

Curve #	Length	Radius	Chord Bearing	Chord Length	Data Angle
C88	67.23	133.00	N67°12'33"W	66.52	018°57'42"
C89	68.04	133.00	N67°12'33"W	67.30	029°14'45"
C90	268.49	268.49	S58°39'39"W	59.86	015°58'08"
C91	268.49	268.49	S28°47'01"W	87.40	018°52'53"
C92	268.49	268.49	S27°03'37"W	58.35	012°34'14"
C93	144.23	268.49	S22°06'54"W	144.43	011°38'47"
C94	24.49	67.00	N72°02'38"W	24.36	020°56'44"
C95	38.33	154.00	N75°31'19"W	38.23	013°53'56"
C96	64.64	100.00	S47°10'04"W	63.52	027°02'10"
C97	16.80	100.00	N73°11'01"W	16.78	009°37'27"
C98	26.27	50.00	S60°13'17"W	25.86	030°05'32"
C99	28.27	50.00	S17°00'02"E	23.86	020°05'32"
C100	16.84	60.00	S78°37'47"E	16.88	016°10'45"
C101	80.74	128.50	S50°48'33"W	78.32	028°34'13"
C102	11.09	103.50	N04°35'32"E	11.08	006°08'13"
C103	70.52	103.50	N21°12'00"E	69.16	039°02'14"
C104	81.81	103.50	N42°09'07"E	78.51	045°10'27"
C105	12.86	178.50	N44°33'48"E	12.86	064°06'36"
C106	60.51	178.50	N32°47'32"E	60.31	019°38'32"
C107	32.17	178.50	N23°40'42"E	32.17	023°48'38"
C108	78.54	50.00	S53°06'03"W	70.17	090°00'00"
C109	54.07	133.00	N68°53'07"E	53.70	023°17'31"
C110	79.00	133.00	N68°53'07"E	77.80	034°03'30"
C111	174.33	133.00	N09°44'58"E	182.11	073°05'50"
C112	18.05	100.00	N25°42'08"W	18.00	010°19'40"
C113	112.66	100.00	N14°44'12"E	106.80	064°32'37"
C114	5.33	100.00	N44°31'41"E	5.33	003°03'14"
C115	138.07	100.00	N17°05'59"E	125.77	077°55'31"
C116	51.61	120.00	N37°14'37"E	51.22	024°38'35"
C117	40.63	120.00	N15°42'19"E	40.44	019°24'51"
C118	40.63	120.00	N07°46'42"W	40.44	019°24'51"
C119	40.63	120.00	N23°04'43"W	40.44	019°24'51"
C120	40.63	120.00	N42°28'44"W	40.44	019°24'51"
C121	40.63	120.00	N61°18'45"W	40.44	019°24'51"
C122	40.63	120.00	S73°19'14"W	40.44	019°24'51"
C123	40.63	120.00	S59°55'13"W	40.44	019°24'51"
C124	40.63	120.00	S40°31'12"W	40.44	019°24'51"
C125	40.63	120.00	S21°07'11"W	40.44	019°24'51"
C126	40.63	120.00	S01°35'54"W	40.44	019°24'51"
C127	40.63	120.00	S18°02'40"E	40.44	019°24'51"
C128	40.63	120.00	S37°10'47"E	40.44	019°24'51"
C129	40.63	120.00	S47°10'47"E	40.44	019°24'51"
C130	40.63	120.00	S57°10'47"E	40.44	019°24'51"
C131	40.63	120.00	S67°10'47"E	40.44	019°24'51"
C132	40.63	120.00	S77°10'47"E	40.44	019°24'51"
C133	40.63	120.00	S87°10'47"E	40.44	019°24'51"
C134	40.63	120.00	S97°10'47"E	40.44	019°24'51"
C135	40.63	120.00	S107°10'47"E	40.44	019°24'51"
C136	40.63	120.00	S117°10'47"E	40.44	019°24'51"
C137	40.63	120.00	S127°10'47"E	40.44	019°24'51"
C138	40.63	120.00	S137°10'47"E	40.44	019°24'51"
C139	40.63	120.00	S147°10'47"E	40.44	019°24'51"
C140	40.63	120.00	S157°10'47"E	40.44	019°24'51"
C141	40.63	120.00	S167°10'47"E	40.44	019°24'51"
C142	40.63	120.00	S177°10'47"E	40.44	019°24'51"
C143	40.63	120.00	S187°10'47"E	40.44	019°24'51"
C144	40.63	120.00	S197°10'47"E	40.44	019°24'51"
C145	40.63	120.00	S207°10'47"E	40.44	019°24'51"
C146	40.63	120.00	S217°10'47"E	40.44	019°24'51"
C147	40.63	120.00	S227°10'47"E	40.44	019°24'51"
C148	40.63	120.00	S237°10'47"E	40.44	019°24'51"
C149	40.63	120.00	S247°10'47"E	40.44	019°24'51"
C150	40.63	120.00	S257°10'47"E	40.44	019°24'51"
C151	40.63	120.00	S267°10'47"E	40.44	019°24'51"
C152	40.63	120.00	S277°10'47"E	40.44	019°24'51"
C153	40.63	120.00	S287°10'47"E	40.44	019°24'51"
C154	40.63	120.00	S297°10'47"E	40.44	019°24'51"
C155	40.63	120.00	S307°10'47"E	40.44	019°24'51"
C156	40.63	120.00	S317°10'47"E	40.44	019°24'51"
C157	40.63	120.00	S327°10'47"E	40.44	019°24'51"
C158	40.63	120.00	S337°10'47"E	40.44	019°24'51"
C159	40.63	120.00	S347°10'47"E	40.44	019°24'51"
C160	40.63	120.00	S357°10'47"E	40.44	019°24'51"
C161	40.63	120.00	S367°10'47"E	40.44	019°24'51"
C162	40.63	120.00	S377°10'47"E	40.44	019°24'51"
C163	40.63	120.00	S387°10'47"E	40.44	019°24'51"
C164	40.63	120.00	S397°10'47"E	40.44	019°24'51"
C165	40.63	120.00	S407°10'47"E	40.44	019°24'51"
C166	40.63	120.00	S417°10'47"E	40.44	019°24'51"
C167	40.63	120.00	S427°10'47"E	40.44	019°24'51"
C168	40.63	120.00	S437°10'47"E	40.44	019°24'51"
C169	40.63	120.00	S447°10'47"E	40.44	019°24'51"
C					